

SUMMARY PAGE

This GRANT AGREEMENT is entered into this _____ day of _____, 2012 by the CITY OF SAN JOSE, a municipal corporation ("CITY") and THE HEALTH TRUST, ("GRANTEE").

Grant Type: Homeless Contract No.: HTF-12-003

Agency:

The Health Trust

Project:

Destination: Home - Case Managers (Housing 1000)
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Description:

Destination: Home year two of funding for Housing 1000 related activities including the continued support of three intensive case management positions, a Technical Program Manager, and a Program Manager for the Care Coordination Project (CCP).

Funding Source: HOUSING TRUST FUND

Grant Award Not to Exceed: \$ 410,000

Payment Terms: See EXHIBIT D

Agreement Term: Start Date: 11/01/2012 End Date: 10/31/2013

PARTIES TO AGREEMENT:

	GRANTEE	CITY OF SAN JOSE
Agency Name:	The Health Trust	Housing Department
Address for Legal Notice:	3180 Newberry Drive Suite 200	200 E. Santa Clara St., 12 th Floor
City/State/Zip Code:	San Jose, CA 95118	San Jose, CA 95113-1907
Attention:	Frederick J. Ferrer	Leslye Corsiglia, Director
Email Address:	fredf@healthtrust.org	Leslye.corsiglia@sanjoseca.gov
Telephone No.:	408-513-8701	408-535-3860
Taxpayer ID	94-6050231	
CITY Business License/ Tax No.:		
Type of Entity:	501 (c) 3 – public benefit corporation	

State of Incorporation or Residency:	California	
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CONTACT INFORMATION

GRANTEE Contact Person:	Jennifer Loving
Title:	Executive Director, Destination: Home
Telephone No:	408-513-8734
Email:	jennifer@destinationhomesc.org

CITY Contact Person:	Daniel Murillo
Title:	Development Officer
Telephone No:	408-793-4195
Email:	Daniel.Murillo@sanjoseca.gov

EXHIBIT LIST

YES N/A

- Exhibit A: Scope of Services
- Exhibit B: Performance Measures and Units of Service
- Exhibit C: Budget
- Exhibit D: Schedule of Payments
- Exhibit E: General Grant Conditions

To the extent applicable, the following grant provisions are required for this AGREEMENT. (Check all provisions that apply.)

YES N/A REQUIRED LANGUAGE ATTACHMENT

- City of San Jose Funding
- Federal
- State
- County
- Other Public Agency
- Private Funding Agency

- Exhibit F: Employee/Volunteer Clearance Verification
- Exhibit G: Insurance

I certify that I have read and hereby consent to all the terms and provisions contained in the attached AGREEMENT, including without limitation, all exhibits.

WITNESS THE EXECUTION HEREOF the day and year first hereinabove written.

The Health Trust, a California nonprofit public benefit corporation

Grantee Signature: _____ Date: _____

Print Name: _____

Title: _____

City of San Jose, a municipal corporation

LESLYE CORSIGLIA, Director
Housing Department

_____ Date: _____

Approved as to Form:
PATRICIA DEIGNAN
Chief Deputy City Attorney

_____ Date: _____



This AGREEMENT is made and entered upon execution by CITY, by and between the CITY OF SAN JOSE, a municipal corporation of the State of California (hereinafter referred to as "CITY"), and the person or entity identified as GRANTEE on page 1 of the Summary Pages at the beginning of this AGREEMENT (hereinafter referred to as "GRANTEE").

THE PARTIES HEREBY AGREE AS FOLLOWS:

SECTION 1: RECITALS

WHEREAS, CITY desires to fund grant services to be provided by GRANTEE; and

WHEREAS, GRANTEE has the necessary professional expertise and skill to perform such services;

NOW, THEREFORE, the purpose of this AGREEMENT is to retain GRANTEE to perform those services specified in **EXHIBIT A** of this AGREEMENT.

SECTION 2: PROGRAM COORDINATION

A. CITY: The Director of the Department identified on the Summary Pages under City of San Jose (hereinafter "DIRECTOR"), or his or her designee, shall be the CITY official responsible for the program and shall render overall supervision of the progress and performance of this AGREEMENT by CITY. All services agreed to be performed by CITY shall be under the overall direction of the DIRECTOR.

B. GRANTEE: GRANTEE shall identify a single project director who shall have overall responsibility for the progress and execution of this AGREEMENT. Such person is identified on the Summary Pages as GRANTEE CONTRACT MANAGER. Additionally, GRANTEE shall immediately notify CITY in writing should circumstances or conditions subsequent to the execution of this AGREEMENT require a substitute GRANTEE CONTRACT MANAGER. GRANTEE's Contract Manager and GRANTEE staff will fully cooperate with the DIRECTOR relating to the work or services provided hereunder.

SECTION 3: TERM OF AGREEMENT AND GRANT AWARD

A. The term of this AGREEMENT shall commence on the Start Date as set forth in the Summary Pages and shall expire on the End Date as set forth in the Summary Pages unless extended or sooner terminated in accordance with the terms of this AGREEMENT. Regardless of the date of execution of this AGREEMENT, this AGREEMENT is effective as of the Start Date.

B. If this AGREEMENT is extended, a request to extend this AGREEMENT along with a description of the revised Scope of Services (**EXHIBIT A**) documents should be

submitted by GRANTEE to the CITY no less than forty-five (45) days prior to the expiration date. An extension must be set forth in a written amendment to this AGREEMENT, signed by authorized representatives of CITY and GRANTEE. Nothing herein commits or binds the CITY to extend this AGREEMENT which shall be at the sole discretion of CITY, and if additional funds are required, shall be subject to appropriation of funds by City Council.

SECTION 4: GRANT SERVICES

GRANTEE shall perform those services as specified in detail on EXHIBIT A entitled “Scope of Services,” and shall comply with the terms and conditions of this AGREEMENT.

SECTION 5: PAYMENTS

A. CITY agrees to pay GRANTEE an amount not to exceed the amount set forth on the Summary Pages (“Grant Award”), for the services described in EXHIBIT A entitled “Scope of Services”, and which payment is subject to the terms and conditions set forth in EXHIBIT D entitled “Payments to GRANTEE and Reporting Schedule.” Any costs incurred by GRANTEE above the Grant Award shall be at GRANTEE’s sole cost and expense.

B. GRANTEE will provide CITY with invoices or financial reports signed by the Executive Director or other authorized agency representative with authority to confirm the accuracy of reported expenditures on a form approved by the CITY, with applicable invoices and/or financial reports in sufficient detail to determine actual costs incurred, hours services provided and any indirect, overhead or administrative costs charged to the CITY.

C. CITY will review invoices or financial reports for adherence to AGREEMENT requirements and services, and authorize and release payment to GRANTEE based upon claims submitted and within thirty (30) calendar days from receipt of invoice or financial reports and complete supporting documentation, provided that GRANTEE is not in default under any provisions of this AGREEMENT.

D. CITY will not pay for unauthorized services rendered by GRANTEE or for claimed services which GRANTEE has not provided as required by this AGREEMENT.

E. City Manager or designee may, without prior notice to GRANTEE, at any time in his or her absolute discretion, elect to suspend or terminate payment to GRANTEE, in whole or in part, terminate work or expenditures by GRANTEE under this AGREEMENT, or not to make any particular payment under this AGREEMENT or take any other action available in the event of any of the following occurrences:

1. If GRANTEE (with or without knowledge) shall have made any material misrepresentation of any nature with respect to any information or statements furnished to CITY in connection with this AGREEMENT;
2. If there is pending litigation with respect to the performance by GRANTEE of any of its duties or obligations under this AGREEMENT which may materially jeopardize or adversely affect the undertaking of or the carrying out of the Grant Services;
3. If GRANTEE, without having obtained CITY approval, has taken any action pertaining to the Grant Services which requires CITY approval;
4. If GRANTEE makes improper use of the Grant Award;
5. If GRANTEE fails to comply with any of the terms and conditions of this AGREEMENT including without limitation, GRANTEE's failure to carry out the Grant Services or other obligations as described in any Exhibit to this AGREEMENT;
6. If GRANTEE submits to CITY any report which is incorrect or incomplete in any material respect, or is untimely.

SECTION 6: DEFAULT AND TERMINATION OF AGREEMENT

A. CITY may, through CITY's Director, terminate this AGREEMENT without cause by giving GRANTEE thirty (30) calendar days written notice.

B. Each of GRANTEE's obligations under this AGREEMENT shall be deemed material. If GRANTEE fails to perform any of its obligations under this AGREEMENT, or any other AGREEMENT with the CITY, CITY may terminate this AGREEMENT upon ten (10) days advance notice ("Notice Period") to GRANTEE, specifying GRANTEE's breach and providing GRANTEE with the opportunity to cure the specified breach within the Notice Period or in those instances where the specified breach cannot reasonably be cured within the Notice Period, the opportunity to commence to cure the specified breach. In the event GRANTEE fails to cure or to commence to cure the specified breach within the Notice Period, this AGREEMENT shall be terminated. Without limiting the generality of the foregoing, the occurrence of any one of the following events shall constitute a default of this AGREEMENT for which CITY may exercise its right of termination:

1. GRANTEE's breach of any of the representations or warranties contained in this AGREEMENT;
2. The occurrence of any of the events set forth in SECTION 5 for suspension or termination of CITY's payment of the Grant Award.

C. In the event of termination under this SECTION, GRANTEE shall have the following obligations:

1. No later than thirty (30) days following the date of termination GRANTEE shall refund to CITY any unused portion of the Grant Award, except that GRANTEE shall have no obligation to refund to CITY any portion of the Grant Award that was distributed in accordance with the terms of the AGREEMENT. GRANTEE shall also provide CITY with a written report detailing the expenditures, if any, from the Grant Award, including an accounting of its administrative expenses to the date of termination. GRANTEE shall refund to CITY any portion of the Grant Award designated for GRANTEE's administrative expenses which was not expended as of the date of termination. Nothing in this AGREEMENT shall be deemed to be a waiver of CITY's right to recover from GRANTEE any portion of the Grant Award that has not been spent in accordance with this AGREEMENT. Upon receipt, GRANTEE will be paid for services performed and reimbursable expenses incurred in compliance with the terms of this AGREEMENT to date of termination, unless other payment terms are explicitly provided in **EXHIBIT D**.
2. Upon termination, GRANTEE shall immediately deliver to CITY any and all copies of materials used or developed for this grant including, but not limited to, all data collection forms, reports, studies and other work performed, whether or not completed by GRANTEE or GRANTEE's subcontractor, if any, under this AGREEMENT.

D. Nothing in this AGREEMENT shall be construed so as to deprive CITY of its rights and remedies at law or in equity against GRANTEE.

E. CITY's Director is authorized to terminate this AGREEMENT on CITY's behalf.

F. If the term of this AGREEMENT is more than one year, the funding in any year after the first year may be contingent upon past and pending performance as well as future appropriation by the City Council of the City of San José, in its sole discretion. If the funding required to pay for Grant Services for the next fiscal year has not been appropriated by June 30 of any year, this AGREEMENT will automatically terminate, effective June 30.

G. CITY may, at its sole option, pursue a course correction process with GRANTEE to address issues with GRANTEE's performance under this AGREEMENT. However, CITY is under no obligation to pursue a course correction prior to exercising its rights to suspend payment to GRANTEE or to terminate this AGREEMENT.

SECTION 7: ACCOUNTING AND FINANCIAL RECORDS.

GRANTEE shall establish and maintain at all times, on a current basis in connection with the provision of Program, an adequate accounting system in accordance with generally accepted accounting principles and standards and acceptable to Director covering all revenues, costs, and expenditures with respect to GRANTEE's performance under this AGREEMENT. GRANTEE shall maintain its accounting system and shall provide CITY with reports that separate costs and expenses incurred by GRANTEE with CITY funds as distinguished from costs and expenses paid for from other funding sources.

SECTION 8: REPORTING REQUIREMENTS.

GRANTEE shall submit reports related to GRANTEE's performance under this AGREEMENT prepared in accordance with **EXHIBIT B** and, to the extent applicable, on the schedule specified in **EXHIBIT D**. The format of the reports shall be as provided in this AGREEMENT unless otherwise directed by the Director. A final report shall be delivered to CITY prior to expiration of this AGREEMENT, as may be further described in **EXHIBIT B**.

SECTION 9: RIGHT OF EXAMINATION AND AUDIT AND PRESERVATION OF RECORDS.

GRANTEE agrees that the CITY's Manager, Auditor, Attorney or the Director, or any of their duly authorized representatives, shall have access to and the right to examine all facilities and activities of GRANTEE related to GRANTEE's performance of this AGREEMENT, including the right to audit, conduct further financial review, examine and make excerpts or transcripts of all contracts, subcontracts, invoices, payroll records, personnel records, and all other data or financial records relating to matters covered by this AGREEMENT at any time during the term of this AGREEMENT. GRANTEE shall cooperate with CITY in such audit, examination, further review and shall provide CITY with access to GRANTEE's staff and to all relevant records, documents, and data, including but not limited to, management letters, board minutes, and payroll.

EXHIBIT B, "MONITORING, EVALUATION AND REPORTING REQUIREMENTS" may set forth additional standards regarding the CITY's right to audit, and GRANTEE's obligation to deliver to the CITY reports which may include audited financial reports.

SECTION 10: CITY ACKNOWLEDGMENT

GRANTEE shall acknowledge the support of CITY, where appropriate, in written documents and informational materials regarding the Grant Program.

SECTION 11: INSURANCE

GRANTEE agrees to have the policies set forth in the attached **EXHIBIT G**, entitled “INSURANCE” not later than the date of execution of this AGREEMENT and to maintain such policies throughout the term of this AGREEMENT. All policies, endorsements, certificates and/or binders shall be subject to approval by the Risk Manager of the City of San Jose as to form and content. These requirements may not be amended or waived unless approved in writing by the Risk Manager. GRANTEE agrees to provide CITY with a copy of said policies, certificates and/or endorsements upon execution of this AGREEMENT.

SECTION 12: INDEMNIFICATION AND HOLD HARMLESS

A. GRANTEE agrees to defend, indemnify and hold harmless the CITY from and against any and all claims, demands, causes of action, or liabilities incurred by CITY arising from, in whole or in part, directly or indirectly, GRANTEE’s acts or omissions under this AGREEMENT, except as may arise from the gross negligence or willful misconduct of CITY. In any action or claim against CITY in which GRANTEE is defending CITY, CITY shall have the right to approve legal counsel providing CITY’s defense and such approval shall not be unreasonably withheld. GRANTEE further agrees to release CITY from any and all claims for any damages, including property damage, injury or death occurring or arising out of use of CITY’s property, except as may be caused by the CITY’s gross negligence or willful misconduct.

B. The GRANTEE’s obligations under this indemnification provision shall survive the expiration or termination of this AGREEMENT.

SECTION 13: NOTICES

A. Any communication or notice to either party shall be in writing and shall be either personally delivered or mailed in the United States mail, postage prepaid, or by facsimile, or electronic mail, to the respective parties addressed as referenced on the Summary Page of this AGREEMENT.

B. Either party may change its address by sending written notice of the new address to the other party pursuant to this SECTION.

SECTION 14: AMENDMENTS

Unless otherwise authorized by this AGREEMENT, amendments to the terms and conditions of this AGREEMENT and any such adjustment to this AGREEMENT shall be effective only upon the mutual agreement in writing of the authorized representatives of the parties.

SECTION 15: COMPLIANCE WITH LAWS/NONDISCRIMINATION

A. GRANTEE shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments and with applicable CITY policies.

B. GRANTEE shall not discriminate, in any way, against any person on the basis of race, sex, color, age, religion, actual or perceived gender identity, sexual orientation, disability, ethnic or national origin in connection with or related to the performance of this AGREEMENT.

C. GRANTEE will also obtain and maintain all licenses and permits appropriate to its proper and effective performance of this AGREEMENT prior to the date of commencement, including, but not limited to a City of San Jose business tax certificate or exemption, if applicable, with the CITY's Finance Department to operate in the CITY. GRANTEE is responsible for contacting the appropriate offices and filing the necessary documents to comply with these requirements.

SECTION 16: RELATIONSHIP OF PARTIES

A. It is understood and agreed by and between the parties that GRANTEE in the performance of this AGREEMENT, shall not act nor is it at any time authorized to act, as the agent or representative of CITY in any matter. GRANTEE further agrees that it will not in any manner hold itself out as the agent or representative of CITY or act in such a fashion as would give the impression to a reasonable person that GRANTEE is acting in such a capacity.

B. The parties agree that GRANTEE and GRANTEE's employees shall be at all times independent contractors and not agents or employees of the CITY, and that GRANTEE and GRANTEE's employees shall not be entitled to any salary, fringe benefits, pension, Workers' Compensation, sick leave, insurance or any other benefit or right connected with employment by the City of San José, or any compensation other than as prescribed herein, and GRANTEE and GRANTEE's employees expressly waive any claim it/they may have to any such rights.

C. Under no circumstances shall this AGREEMENT be construed as one of partnership, joint venture, or employment between GRANTEE and CITY. Each party acknowledges and agrees that it neither has, nor will give the appearance or impression of having, any legal authority to bind or commit the other party in any way.

SECTION 17: WAIVER

A. In no event shall any payment by CITY or any acceptance of payment by GRANTEE hereunder constitute or be construed to be a waiver by CITY or GRANTEE of any breach of covenants or conditions of this AGREEMENT or any default which may then exist on the part of CITY or GRANTEE, and the making of any such payment or the acceptance of any such payment while any such breach or default exists, shall in no way impair or

prejudice any right or remedy available to CITY or GRANTEE with respect to such breach or default.

B. The waiver by any party to this AGREEMENT of a breach of any provision of this AGREEMENT shall not be deemed a continuing waiver or a waiver of any subsequent breach of that or any other provision of this AGREEMENT.

SECTION 18: CORPORATE AUTHORITY/AUTHORIZED REPRESENTATIVES

GRANTEE represents and warrants that it has the authority to enter into this AGREEMENT. GRANTEE further represents and warrants that its signatory to this AGREEMENT is authorized to execute this AGREEMENT on GRANTEE's behalf.

SECTION 19: INTEGRATED DOCUMENT

This AGREEMENT, including the Summary Pages and any Exhibits, are incorporated herein and embody the entire AGREEMENT between CITY and GRANTEE. No oral agreements or conversations with any officer, agent or employee of CITY shall affect or modify any of the terms or obligations contained in any documents comprising this AGREEMENT. Any such oral agreement shall be considered as unofficial information and in no way binding upon CITY.

SECTION 20: SEVERABILITY OF PROVISIONS

If any part of this AGREEMENT is for any reason found to be unenforceable by a court of competent jurisdiction, all other parts nevertheless remain enforceable. CITY and GRANTEE agree that to the extent that the exclusion of any unenforceable provisions from this AGREEMENT affects the purpose of this AGREEMENT, then the parties shall negotiate an adjustment to this AGREEMENT in order to give full effect to the purpose of this AGREEMENT or either party may terminate this AGREEMENT. In the event of termination, the provisions of SECTION 6 as related to repayment of the Grant Award shall apply.

SECTION 21: VENUE

The parties agree that this AGREEMENT shall be governed and construed in accordance with the laws of the State of California. In the event that suit shall be brought by either party to this AGREEMENT, the parties agree that venue shall be exclusively vested in the state courts of the County of Santa Clara, or if federal jurisdiction is appropriate, exclusively in the United States District Court, Northern District of California, San José, California.

SECTION 22: CONFLICT OF INTEREST

GRANTEE shall comply with the applicable provisions of the Political Reform Act of 1974, as amended, relating to conflicts of interest (codified in California Government Code Section 87000, *et seq.*), with the conflict of interest provisions of Government Code Section 1090 *et seq.* and with the CITY's Code of Ethics, set forth in City Council Policy 0-15. GRANTEE shall promptly advise CITY of the facts and circumstances concerning any disclosure made to it or any information obtained by it relating to conflicts of interest.

SECTION 23: RELIGIOUS/POLITICAL ACTIVITIES

A. GRANTEE shall not expend any portion of the Grant Award to inhibit or promote religion and the Grant Services funded by the Grant Award must not be used to convey a religious message. Any portion of the Grant Award used in contradiction to the provisions of this SECTION shall be deemed a disallowed cost.

B. GRANTEE shall not expend any portion of the Grant Award for political advocacy efforts, whether for or against a political candidate, ballot measure or bill.

SECTION 24: ASSIGNABILITY

The parties agree that the expertise and experience of GRANTEE are material considerations for this AGREEMENT. Unless specifically authorized by this AGREEMENT, GRANTEE may not assign the performance of any obligation or interest under this AGREEMENT without the prior written consent of CITY. Any attempt by GRANTEE to assign this AGREEMENT, in violation of this SECTION, will be voidable at CITY's sole option.

SECTION 25: SUBCONTRACTS

A. No subcontract will alter in any way any legal responsibility of GRANTEE to provide services under this AGREEMENT.

B. GRANTEE will monitor the subcontractor to ensure compliance with the terms and conditions of this AGREEMENT and provide records of their compliance as requested.

C. GRANTEE assures that the subcontractor(s) maintain(s) current licensure and indemnity insurance appropriate for obligations undertaken by subcontractor(s) and provides copies of such to CITY.

D. GRANTEE will provide CITY with records of reimbursement to subcontractor(s) for obligations incurred under subcontract.

E. CITY has the right to refuse reimbursement for obligations incurred under any subcontract that does not comply with the terms of this AGREEMENT.

SECTION 26: EMPLOYEES/VOLUNTEERS

A. Any and all personnel employed or volunteers retained by GRANTEE in conducting the operations of GRANTEE's program shall be qualified to perform the duties assigned to them by GRANTEE.

B. GRANTEE shall not hire employees or volunteers who will have supervisory or disciplinary authority over minors who have been convicted of any offense identified in California Public Resources Code Section 5164. GRANTEE shall fully indemnify, defend, and hold harmless CITY for any such hiring. GRANTEE shall notify CITY in writing of any violation of this provision as soon as is reasonably practicable.

C. GRANTEE shall also not employ any person who is permitted to provide services requiring contact with children or providing food concessionaire services or other licensed concessionaire services in that area, unless GRANTEE has complied with the TB testing requirements set forth in Section 5163 of the California Public Resources Code.

D. Regardless of whether services have been provided prior to full execution of this AGREEMENT, GRANTEE certifies to the CITY that all services were provided in full compliance with the terms and provisions of this AGREEMENT.

E. To give effect to California Public Resources Code Sections 5163 and 5164, GRANTEE shall follow the procedures contained in **EXHIBIT F** attached hereto. In the event GRANTEE chooses a different national criminal database for complying with the FBI requirement for background checks, then such alternative database shall be subject to the CITY's prior written approval.

SECTION 27: CONTRACTOR'S FINANCIALS.

A. City Council requires that each non-profit organization receiving \$250,000 or more in funds from the CITY or Redevelopment Agency (in the aggregate) during any fiscal year which is either (i) grant funding other than construction funding and/or (ii) operating subsidy funding for operation of CITY facilities, must prepare and make available for public view on the internet, annual audited financial statements. The audited financial statements must be made available for view within 150 days from the end of the non-profit's fiscal year (which period may be extended by the City Manager based upon a showing of hardship or other good cause) and must be submitted to the Department and posted at the Agency website at an easy access location. All audits must be performed by a certified public accountant currently licensed to practice in the State of California, must conform to generally accepted auditing standards and otherwise be in a form acceptable to the CITY.

B. Non-profits shall be required to comply with this requirement at the time that the non-profit has entered into one or more grant agreements or subsidy agreements with the

CITY and/or Redevelopment Agency, which provide for the payment of an aggregate amount that equals or exceeds \$250,000 in grant and/or subsidy funds in any one fiscal year. Non-profits covered by this requirement must exert due diligence in determining when they have reached the aggregate funding threshold of \$250,000. The provisions of the financial posting requirements shall be interpreted broadly to effectuate the purpose of making available to the public information on recipients of substantial CITY and/or Redevelopment Agency funds. These provisions shall apply not only to grant agreements or operating agreements but shall also apply, without limitation, if any amendments to such agreements brings the total annual funding to equal or exceed \$250,000, and also to any other agreements with the CITY and/or Redevelopment Agency that are equivalent in purpose to a grant agreement or an operating subsidy agreement, regardless of the title of the agreement.

C. This posting requirement shall remain in effect until an entire fiscal year passes in which the non-profit does not have contracts with the CITY and/or Redevelopment Agency which provide for grants and/or subsidies from the CITY and/or Redevelopment Agency in an aggregate amount equaling or exceeding \$250,000. Without limitation of any other remedy, GRANTEE's failure to comply with this requirement may be taken into consideration when evaluating GRANTEE's request for future grant funds or subsidies.

SECTION 28: ENVIRONMENTALLY PREFERABLE PROCUREMENT POLICY

A. GRANTEE agrees that, in the performance of this AGREEMENT, GRANTEE shall perform its obligations under the agreement in conformance with City Council Policy 4-6, Environmentally Preferable Procurement Policy. A description for environmentally preferable procurement and the policy can be found on the CITY's website at the following link: <http://www.sanjoseca.gov/esd/natural-energy-resources/epp.htm>

B. Environmental procurement policies and activities related to the completion of work will include wherever practicable, but are not limited to:

1. Use of recycled and/or recyclable products in daily operations.(i.e. 30, 50, 100% PCW paper, chlorine process free; triclosan free hand cleaner, etc.)
2. Use of Energy Star Compliant equipment.
3. Vehicles and vehicle operations (i.e. Alternative Fuel, Hybrid, etc.)
4. Internal waste reduction and reuse protocol(s).
5. Water and resource conservation activities within facilities, including bans on individual serving bottled water and the use of compostable food service products, etc.

SECTION 29: GIFTS

A. GRANTEE is familiar with CITY's prohibition against the acceptance of any gift by a CITY officer or designated employee, which prohibition is found in Chapter 12.08 of the San José Municipal Code.

B. GRANTEE agrees not to offer any CITY officer or designated employee any gift prohibited by said Chapter.

C. The offer or giving of any gift prohibited by Chapter 12.08 shall constitute a material breach of this AGREEMENT by GRANTEE. In addition to any other remedies CITY may have in law or equity, CITY may terminate this AGREEMENT for such breach as provided in SECTION 6 of this AGREEMENT.

SECTION 30: DISQUALIFICATION OF FORMER EMPLOYEES

GRANTEE is familiar with the provisions relating to the disqualification of former officers and employees of CITY in matters which are connected with former duties or official responsibilities as set forth in Chapter 12.10 of the San José Municipal Code ("Revolving Door Ordinance"). GRANTEE shall not utilize either directly or indirectly any officer, employee or agent of GRANTEE to perform services under this AGREEMENT, if in the performance of such services, the officer, employee, or agent would be in violation of the Revolving Door Ordinance.

SECTION 31: MISCELLANEOUS

A. The headings of the sections and subsections of this AGREEMENT are inserted for convenience only.

B. Where this AGREEMENT refers to CITY and no officer of the CITY is named, CITY's Manager shall have the authority to act on CITY's behalf.

EXHIBIT A
SCOPE OF SERVICES

1.01 **Description of Project**

In accordance with the provisions of this grant agreement and all rules and regulations pertaining thereto, GRANTEE shall use the funds as follows:

A. **Intensive Case Managers**

GRANTEE will subcontract with INNVISION SHELTER NETWORK, THE DOWNTOWN STREETS TEAM, AND NEW DIRECTIONS, qualified 501 (c) 3 nonprofit corporations, to pay for the salaries and related costs of three intensive case managers. In FY 2011-2012, utilizing CITY's Housing Trust Fund grant monies, the Case Managers began working with 60 of the City's most vulnerable chronically homeless individuals (i.e., at-risk for premature death), as identified through the locally administered 100K Homes/Common Ground Vulnerability Index Survey. In this contract the Case Managers will continue to work with these 60 individuals to help them secure and maintain housing, and reduce their dependency of the public safety net. The contracted intensive case managers will be an integral part of the Housing 1000 Care Coordination Project (CCP).

The CCP consists of a Project Lead and multiple intensive case managers (ICM) charged with coordinating the care of the county's most vulnerable and long-term homeless residents. Through agreements with public and private agencies, the CCP will bring together all of the services and benefits that its clients need to obtain and maintain housing including drug and alcohol rehabilitation, mental health assistance, and government benefits. While the CCP Lead will provide the planning and coordination necessary to secure services for the clients, the ICMs will work with the clients on an individual basis to identify and address their needs, and ultimately assist them in obtaining and maintaining housing.

Each ICM will maintain active case loads of no more than twenty (20) un-housed or newly housed (less than twenty-four (24) months in housing) clients. The ICMs will utilize the Self-Sufficiency Matrix to measure their client's progress towards stability and self-sufficiency. The ICMs are expected to be on call in case of emergency 24/7.

B. **Technical Program Manager**

GRANTEE will subcontract with COMMUNITY TECHNOLOGY ALLIANCE, a qualified 501(c)3 nonprofit corporation, to pay for the salary and related costs of a Technical Program Manager who will provide the technical support for the technology, data collection and evaluation needs of the HOUSING 1000 campaign. The Technical Program Manager will be responsible for achieving the following goals:

1. *Ensure Care Coordination Project (CCP) staff are fully trained on HMIS data entry procedures;*
2. *Ensure EHC LifeBuilders management and CCP staff are knowledgeable of all data entry procedures and are able to run reports out of HMIS for Housing 1000.*
3. *Produce written documentation of all decisions related to Housing 1000 Technology, Data & Evaluation;*
4. *Produce quarterly outcome and demographic reports for Housing Trust Fund Outcomes, including the analysis required to produce the quarterly reports for this grant;*
5. *Provide comprehensive Housing 1000 training procedures on how to run Housing 1000 reports, interpret reports, and collect information for the county-wide HMIS standardized data requirements;*
6. *Provide training to Destination: Home staff on the operations of the HousingONE.org site;*
7. *Provide a coordinated, documented plan detailing volunteer Rights and Responsibilities and management of Housing 1000 Volunteers ; and*
8. *Produce quarterly reports detailing progress of the outcomes related to the intensive Case Managers.*

C. *Program Manager – Care Coordination Project*

GRANTEE will use grant funds to pay 42% or up to \$25,000 of the salary and related costs of a Program Manager for the Care Coordination Project. This position will be responsible for achieving the following goals during the duration of the contract period:

1. *Developing Housing 1000 client stories to be featured on the housingONE.org website to increase awareness of homelessness and to raise money for used furniture that will be provided to newly housed Housing 1000 clients;*
2. *Attend Care Coordination Project meetings and coordinate resources that are needed for Housing 1000 clients;*
3. *Represent Housing 1000 at community events to raise awareness about the campaign and recruit volunteers;*

4. *Conduct administrative duties related to billing for furnishings for each newly housed Housing 1000 client.*
(the “Project”).

“Project Area” is the incorporated area of the City of San Jose.

Objectives. The objectives of the Project will be as follows: EXHIBIT B

Outcomes. The outcomes of the Project will be as follows: EXHIBIT B

1.02 **Cost Reimbursement**

Project will be reimbursed on a quarterly basis, for approved invoices, submitted pursuant to this Agreement. Requests for reimbursement will be made on a form and in manner prescribed by the CITY, under provisions as set forth in **EXHIBIT D**, entitled “PAYMENTS TO GRANTEE”.

1.03 **Reporting of Objectives and Outcomes**

Project objectives and outcomes will be measured on a quarterly basis. GRANTEE will submit a Sub-Recipient Quarterly Performance Report for the first, second and third quarters of the fiscal year and an Annual Performance Report at project completion and/or fourth quarter, whichever comes first.

1.04 **Work Plan**

EXHIBIT B, entitled “PERFORMANCE MEASURES” is attached hereto and incorporated herein.

EXHIBIT C, entitled “BUDGET” is attached hereto and incorporated herein.

1.05 **Location of Project**

Unless otherwise indicated, the Grant Services specified below will be offered at the following locations:

Site Name	Site Address
The Health Trust (administration office)	3180 Newberry Drive, Suite 200 San Jose, CA 95118
Offices of Case Managers and various locations throughout the City of San Jose.	Throughout the City of San Jose

1.06 **Additional Provisions**

N/A

EXHIBIT B
PERFORMANCE MEASURES & UNITS OF SERVICE

1.01 Participants Served by Project

Proposed total number of unduplicated participants to be served by This Project Only. For purposes of this Agreement, UNDUPLICATED PARTICIPANTS shall be defined as participants who receive services at least once a year but whom may not be counted more than once in that year. GRANTEE shall retain records documenting eligibility. Such records shall include family size, total household income, gender head of household, race, ethnic, and disability data.

	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
HTF grant	60	0	0	0	60
Total Project	95	35	35	35	200

1.02 Services

Throughout the term of this Agreement, GRANTEE shall provide the following services to participants during the regular office hours of 8:00 a.m. – 5:00 p.m , Monday through Friday. Intensive Case Manager are also on call 24 hours/day, 7 days a week in case of an emergency :

Activity 1: Number of Unduplicated Participants that are housed within 60 days of being contacted by their Case Manager

As part of the FY 2011-2012 Housing Trust Fund grant, 45 of the clients were housed. Therefore, the numbers for Activity 1 only reflect those individuals not housed at the start of this contract period.

	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
HTF grant	3	4	4	4	15
Total Project	95	35	35	35	200

Activity 2: Number of weekly individualized Case Management Sessions (a “Case Management Session” is defined as a minimum of a one hour session per client).

	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
HTF grant	720	720	720	720	2,880
Total Project	720	720	720	720	2,880

Activity 3: Number of HMIS Housing 1000 Trainings provided to social service providers and community volunteers

	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
HTF grant	9	9	9	9	36
Total Project	9	9	9	9	36

1.03 Outcome Measure Statement and Measurement Methodology:

Measurement Methodology: GRANTEE shall track housing status of PARTICIPANTS utilizing the Self-sufficiency matrix, which will be updated on a quarterly basis by Case Managers. GRANTEE shall calculate the housing status by dividing the cumulative total number of UNDUPLICATED PARTICIPANTS that are housed within 60 days by the cumulative total number of UNDUPLICATED PARTICIPANTS enrolled in the Care Coordination Project. GRANTEE shall submit results of outcome measures to Housing Department no later than ten (10) calendar days after the end of the second quarter and no later than seven (7) calendar days after the end of the fourth quarter.

Outcome Measure #1	Of the 15 chronically homeless persons served by this project that were not housed in the prior contract period:
Measurement Methodology	80% (12 of 15 homeless clients) will be housed within 60 days of enrollment in case management Outcomes will be measured by HMIS records.

	Quarter 1	Quarter 2	Quarter 3	Quarter 4
Outcome Goal		80%		80%

Measurement Methodology: N/A

Outcome Measure #2	Of the 45 chronically homeless persons served by this project that were not housed in the prior contract period:
Measurement Methodology	80% (36 of 45 homeless clients) will maintain their housing for a minimum of 12 months. Outcomes will be measured by HMIS records, which tracks housing status of clients.

	Quarter 1	Quarter 2	Quarter 3	Quarter 4
Outcome Goal				80%

Measurement Methodology: Sufficient resources to meet their basic needs will be defined as having the following scores on the HMIS Self-Sufficiency Matrix: Either a score of 3+ on the Income domain or an average score of 3 on a “Resource Metric,”

defined as [(the scores on each of the following domains: housing x 2 + Income + Food + Healthcare) /5].

Outcome Measure #3	Of the 60 chronically homeless persons served by this project that were not housed in the prior contract period: 75% (45 of 60 homeless clients) will have access to sufficient resources to meet their basic needs
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	Quarter 1	Quarter 2	Quarter 3	Quarter 4
Outcome Goal		75%		75%

EXHIBIT C
BUDGET

Agency Name: The Health Trust Destination: Home

Project Name: Housing 1000 Intensive Case Management

PERSONNEL COSTS

Position	Name of Employee	Annual Salary (indicate FTE or full-time)	Unit of Pay (hourly, biweekly, semimonthly, etc)	Rate per Unit of Pay	Percentage of Salary Charged to HTF*	Maximum Annual Amount Charged to HTF	Add or Delete
Program Manager - CCP	A. Herrera	58,995 FT	biweekly	2,269.04	42.4%	25,000	
TOTAL PERSONNEL COSTS:						25,000	

*Percent of salary charged to HTF may vary by month. Annual maximum may not be exceeded.

CONTRACT SERVICES

Name of Contractor	Total Amount of the Contract	Percentage Charged to the HTF	Maximum Amount Charged to the HTF
Downtown Streets Team - 1 Case Manager	100,000	100%	100,000
InnVision Shelter Network – 1 Case Manager	100,000	100%	100,000
New Directions – 1 Case Manager	100,000	100%	100,000
Community Technology Alliance – 1 Technical Manager	85,000	100%	85,000
TOTAL CONTRACT SERVICES COSTS:			385,000

EXHIBIT D
SCHEDULE OF PAYMENTS

A. CITY agrees to reimburse GRANTEE for the expenses incurred as set forth in this Agreement in an amount of money not to exceed the amount set forth in this Agreement. Such sum shall be expended and paid by CITY to GRANTEE on a reimbursement basis for expenses actually incurred and paid by GRANTEE during the term of this Agreement for the cost categories appearing in **EXHIBIT C**, as described in subsection B below.

B. Payments to GRANTEE shall be made within twenty (20) days of

(1) (a) receipt by CITY of statement or statements in a form approved by CITY specifying in detail the costs incurred by and paid by GRANTEE during the month for which payment is requested, and

(b) documents evidencing these costs, including but not limited to, paid invoices; and

(2) the determination by CITY, in its sole discretion, that expenses for which GRANTEE seeks reimbursement can properly be paid under this Agreement and such statement(s) and supporting documents reasonably evidencing that the expenses have been incurred and paid by GRANTEE. In making such determination, CITY may, but need not, rely upon the certification by GRANTEE that the items appearing on said statement and supporting documents are eligible items for reimbursement under this Agreement. Such determination by CITY shall in no way constitute a waiver by CITY of its right to recover from GRANTEE the amount of money paid to GRANTEE on any items which is not eligible for payment under this Agreement.

C. “Expenses eligible for reimbursement” shall mean those expenses which are necessary to meet, in part, the housing needs of the very low-, low-, and moderate income households in the City of San José within the County of Santa Clara.

EXHIBIT E
GENERAL GRANT CONDITIONS

The City of San José has created the Housing Trust Fund ("Fund") as a permanent and annually renewable source of revenue to meet, in part, the housing needs of the very low-, low-, and moderate income households in the City of San José within the County of Santa Clara, California ("Project Area").

The "Project Area" means that no less than fifty percent (50%) of the persons benefited and served under this Agreement are residents of the City of San José within the County of Santa Clara, State of California.

The CITY administers the Fund, and shall grant funds from the Fund to GRANTEE as reimbursement to defray the expenses GRANTEE incurs to implement the Project described in this AGREEMENT.

SECTION 1. FINANCIAL OBLIGATIONS OF GRANTEE

GRANTEE agrees to the following:

1.01 Fiscal Responsibilities of GRANTEE.

GRANTEE shall:

1. Appoint and submit to CITY, the name of a fiscal agent who shall be responsible for the financial and accounting activities of the GRANTEE, including the receipt and disbursement of GRANTEE funds.
2. Establish and maintain a system of accounts that shall be in conformance with generally accepted principles of accounting for budgeted funds. Such system of accounts shall be subject to review and approval of CITY.
3. Document all costs by maintaining complete and accurate records of all financial transactions, including but not limited to contracts, invoices, time cards, cash receipts, vouchers, canceled checks, bank statements and/or other official documentation evidencing in proper detail the nature and propriety of all charges.
4. Submit to the CITY, within fifteen (15) working days of the end of the preceding month, requests for reimbursement, together with documentation required by CITY.
5. Certify insurability subject to CITY approval as outlined in **EXHIBIT G**, entitled "INSURANCE."

6. Submit to CITY at such times and in such forms as CITY may require, such statements, records, reports, data, and information pertaining to matters covered by this Agreement.
7. Administer all programs in conformance with OMB Circular A-122, "Cost Principles for Non-Profit Organizations." These principles shall be applied for all costs incurred whether charged in a direct or indirect basis.
8. If indirect costs are charged, the GRANTEE will develop an indirect cost allocation plan for determining the appropriate GRANTEE's share of administrative costs and shall submit such plan to the CITY for approval.

1.02 Records, Reports and Audits of GRANTEE.

1. Establishment and Maintenance of Records. GRANTEE shall maintain records, including but not limited to, books, financial records, supporting documents, statistical records, personnel, property, and all other pertinent records sufficient to reflect properly:
 - a. All direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be incurred to perform this Agreement, and
 - b. All other matters covered by this Agreement. Such records shall be maintained in accordance with requirements now or hereafter prescribed by CITY.
2. Preservation of Records. GRANTEE shall preserve and make available its records:
 - a. for a period of four (4) years from the date of final payment to GRANTEE under this Agreement; or
 - b. for such longer period, if any, as may be required by applicable law; or
 - c. if this Agreement is completely or partially terminated, for a period of four (4) years from the date of any resulting final settlement.
3. Examination of Records; Facilities. At any time during normal business hours, and as often as may be deemed necessary by CITY, GRANTEE agrees that CITY, and/or any of its authorized representatives, shall:
 - a. for a period of four (4) years after final payment under this Agreement; or,
 - b. for such longer period as may be required by applicable law; or

- c. if this Agreement is completely or partially terminated, for a period of four (4) years from the date of any resulting settlement;

have access to and the right to examine its plants, offices and facilities engaged in performance of this Agreement and all its records with respect to all matters covered by this Agreement. GRANTEE also agrees that CITY, or any of its respective authorized representatives, shall have the right to audit, examine, and make excerpts or transcripts of and from such records, and to make audits of all contracts and subcontracts, invoices, payrolls, records of personnel, conditions of employment, materials, and all other data relating to matters covered by this Agreement, all as set forth in Section C.4, below. Notwithstanding anything in this Agreement to the contrary for monitoring purposes, CITY shall not require access to any information of GRANTEE mutually determined by the parties hereto to be proprietary.

4. Audits.

- a. Independent Audits. GRANTEE shall perform an independent fiscal and compliance audit at least annually, in conformance with the accounting standards and principles described in Paragraph 4(a)(5) below. Such audits must identify the funds received and disbursed relating to this Agreement. The costs for such audits shall be at GRANTEE's expense, unless otherwise provided for in this Agreement. The following provisions apply to the completion of the independent audit required by this Section 1.02(B)(4):

- (1) Funds will be set aside in GRANTEE's budget for the independent audit. A separate line item will be established.
- (2) GRANTEE shall enter into an agreement with an independent public accountant certified to practice in the State of California no later than sixty (60) days before the end of this Agreement to perform audit of GRANTEE's fiscal year which ends concurrently with or immediately after the end of this Agreement.
- (3) The audit must be completed and sent to CITY's Housing Department staff within the later of one hundred fifty (150) days of the end of this Agreement or ninety (90) days after the end of GRANTEE's fiscal year.
- (4) Should GRANTEE not enter into the agreement with an independent public accountant certified to practice in the State of California, or should an audit not be done on a timely basis, CITY, at its sole discretion, may enter into an agreement with an independent public accountant certified to practice in the State of

California to perform the audit and utilize GRANTEE's set-aside funds for the audit.

- (5) The independent fiscal audit shall conform to generally accepted governmental auditing principals and, when applicable, Office of Management and Budget Circular A-102, "Attachment P, Audit Requirements." Such audits shall identify the funds received and disbursed under this Agreement.
- (6) For grantees that expend \$500,000 or more of Federal financial assistance in a fiscal year, in addition to conducting normal financial audit procedures, the GRANTEE's independent public accountant certified to practice in the State of California shall perform tests to ascertain that:
 - (i) Expenditures submitted for reimbursement are allowable under OMB Circular A-87;
 - (ii) Expenditures are in compliance with the grant agreements between the CITY and GRANTEE; and
 - (iii) Applicable laws and regulations. Further, the independent public accountant certified to practice in the State of California shall render an opinion as to whether the Expenditures complied with the Single Audit Act of 1984 and OMB Circular A-133 "Audits of State and Local Governments and Non-Profit Organizations."
 - (iv) Funds may be set aside in GRANTEE's budget in an amount equal to CITY's fair share of GRANTEE's cost of an A-133 independent audit, if required, with prior approval from the agency. The audit must include the following components:
 - a. Balance Sheet or Statement of Financial Position;
 - b. Statement of Support, Revenue and Expenses and Changes in Fund Balances or Statement Activities;
 - c. Statement of Functional Expenses;
 - d. Schedule of Expenditures of Federal Awards;
 - e. Independent Auditor's Report on the Financial Statement and Schedule of Expenditures of Federal Awards;
 - f. Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters;
 - g. Auditor's Report on Compliance with Requirements Applicable to Major Programs and on Internal Control over Compliance;
 - h. Schedule of Findings and Questioned Costs;
 - i. Summary of Schedule of Prior Audit Findings;
 - j. Corrective Action Plan;

- k. Data Collection Form;
- l. Communication of Internal Control Related Matters Identified in an Audit (Management Letter) from Auditor (if one was issued)
 - 1. GRANTEE shall also submit to the agency a written management response to the findings of the Internal Control Matters.
- (v) GRANTEES that are not required under the Single Audit Act to submit reports in conformance with the requirements of OMB Circular A-133 “Audits of State and Local Governments and Non-Profit Organizations” shall submit an audit performed in accordance with Generally Accepted Auditing Standards and submit reports which conform to Generally Accepted Accounting Principles and that includes the following components:
 - a. Balance Sheet or Statement of Financial Position;
 - b. Statement of Support, Revenue, and Expenses and Changes in Fund Balances or Statement Activities;
 - c. Statement of Functional Expenses;
 - d. Statement of Auditor’s Report;
 - e. Communication of Internal Control Related Matters Identified in an Audit (Management Letter) from Auditor.
 - 1. GRANTEE shall also submit to the agency a written management response to the findings of the Internal Control Matters.
- (7) For grantees that expend more than \$500,000 of financial assistance in a fiscal year, the audit shall identify in a Schedule of Governmental Financial Assistance the gross amounts of grants obtained by GRANTEE from all governmental sources, the periods covered by the grants, and the grant contract or identification number(s), if any, under which funds were received and disbursed by GRANTEE during the audited fiscal year. In addition, the Schedule of Governmental Financial Assistance shall show the amount received and disbursed under each grant during the audited fiscal year, including the amount received and disbursed under this Agreement.
- (8) GRANTEE’s independent public accountant certified to practice in the State of California shall perform reviews of GRANTEE’s internal control systems and GRANTEE’s compliance with applicable laws, regulations and the requirements of this Agreement.

The independent public accountant certified to practice in the State of California shall issue a report on the financial statements and the Schedule of Governmental Financial Assistance, a report on the study and evaluation of internal controls and a report on GRANTEE compliance. The three reports may be bound into a single report, or presented at the same time as separate documents.

- b. CITY Audits. CITY may perform an independent audit. Such audits may cover program as well as fiscal matters. GRANTEE will be afforded an opportunity to respond to any audit findings, and have the responses included in, the final audit report. Costs of such audits will be borne by CITY.
- c. Disallowed Costs. GRANTEE is liable for repayment of disallowed costs as determined by CITY in its sole discretion. Disallowed costs may be identified through audits, monitoring or other sources. GRANTEE shall be afforded the opportunity to respond to any adverse findings which may lead to disallowed costs. DIRECTOR shall make the final determination of disallowed costs.

SECTION 2. OTHER REQUIREMENTS OF GRANTEE

- 2.01 Contracting and Assignability Requirements. The rights and duties under this Agreement shall not be delegated, assigned or subcontracted by GRANTEE unless otherwise permitted by CITY in writing.
- 2.02 Independent Contractor.
 - 1. Relationship. It is understood and agreed by and between the parties hereto that GRANTEE, in the performance of this Agreement, shall act as and be an independent contractor and not an agent or employee of CITY, and that as an independent contractor, GRANTEE shall obtain no rights to retirement benefits or other benefits which accrue to CITY employees, and GRANTEE expressly waives any claims it may have to such rights.
 - 2. Certain Policy Matters. It is understood and agreed by and between the parties hereto that GRANTEE in the performance of this Agreement, shall not act, nor is it at any time authorized to act, as the agent or representative of CITY in any matter involving or affecting local, state or federal policy. GRANTEE agrees that it will not in any matter hold itself out as the agent or representative of CITY or act in such a fashion as would give the impression to a reasonable person that GRANTEE is acting in such a capacity in such matters.

2.03 Compliance With Laws.

1. GRANTEE shall become familiar and comply with and cause all its subcontractors and employees, if any, to become familiar and comply with all applicable federal, state and local laws, ordinances, codes, regulations and decrees, policies, guidelines and requirements. Failure of GRANTEE to in any manner observe and adhere to law, as described herein or as amended, shall in no way relieve GRANTEE of its responsibility to adhere to same and GRANTEE herein acknowledges this responsibility.
2. All activities of GRANTEE under this Agreement shall benefit low and moderate income persons. Low and moderate income shall be defined as income at or below one hundred twenty percent (120%) of median income for San José as determined by the Secretary of U.S. Department of Housing and Urban Development (“HUD”), as codified in California Health & Safety Code §33334. GRANTEE shall be responsible for verifying, in a manner satisfactory to CITY, that the use of the funds meet the requirements of this Agreement.
3. GRANTEE represents and warrants that it currently possesses all requisite licenses, including, but not limited to a City of San José business tax certificate or exemption, if qualified, with the CITY’s Finance Department to operate in the CITY and will maintain all such licenses or exemptions for the term of this Agreement. GRANTEE is responsible for contacting the appropriate offices and filing the necessary documents to comply with these requirements.
4. The requirements relating to Minority-Owned and Women-Owned Business Enterprises set forth in Executive Order No. 11625 of October 13, 1971, 36 Fed. Reg. 19967, as amended by Executive Order No. 12007 of August 22, 1977, 42 Fed. Reg. 42839; and Executive Order No. 12432 of July 14, 1983, 48 Fed. Reg., 32551; and Executive Order No. 12138 of May 18, 1979, 44 Fed. Reg. 29637, require a sub-recipient must exercise affirmative outreach efforts when soliciting bids for service or construction when the federal funds received by the sub-recipient or sub-contractor exceeds \$10,000 and when the sub-recipient or sub-contractor is a for-profit organization/business.
5. Grant funds may be used for the provision of public services under the following conditions:
 - (a) The public services provided are exclusively non-religious in nature and scope;
 - (b) There are no religious services, proselytizing, instruction, or any other religious influences in connection with the public services;
 - (c) There is no religious discrimination in terms of employment or benefits under the public services; and

- (d) The grant funds may be used only for the provision of public services and not for the construction, rehabilitation or restoration of any facility owned by the religious organization where the services are to be provided. A narrow exception to this prohibition is that minor repairs may be made where such repairs (a) are directly related to the public services, (b) are located in a structure used exclusively for non-religious purposes, and (c) constitute in dollar terms a minor portion of the grant expenditure for the public services.

2.04 Procedures for Corrective Action. Within ten (10) days of the receipt by CITY of a report filed by GRANTEE with CITY or of any substantiated report from any source, that evidences a failure by GRANTEE to comply with any provision of this Agreement, CITY shall have the right to forward to GRANTEE a notice of CITY's intention to consider corrective action to enforce compliance with such provision. Such notice shall indicate the nature of the issue or issues which are to be reviewed in determining the need for corrective action, and the procedure whereby GRANTEE shall have the opportunity to participate in formulating the corrective action recommendation. CITY shall have the right to require the presence of any of GRANTEE's officers at any hearing or meeting called for the purpose of considering corrective action. Within ten (10) days of issuing such notice, and only after affording GRANTEE the opportunity to participate fully in corrective action deliberations, CITY shall forward to GRANTEE a set of specific corrective action recommendations and a detailed timetable for implementing the specified corrective action recommendations; such timetable shall allow GRANTEE not less than five (5) nor more than thirty (30) days to comply with the specified corrective action recommendations. Following implementation of the corrective actions, GRANTEE shall forward to CITY, within the time specified by CITY, any documentary evidence required by CITY to verify that the corrective actions have been taken.

2.05 HMIS Participation. All agencies in receipt of funding from the CITY's HTF grant program are required to fully participate in the Homeless Management Information System ("HMIS") and work closely with the Community Technology Alliance ("CTA"), to ensure the agency has the mechanisms and staffing in place to use the system appropriately and in a timely manner. Funded agencies are required to collect demographic information on all clients served by the funded projects, the services provided, and consent to release the information to CTY and the CITY's Housing Department.

Funded projects must utilize all appropriate aspects of HMIS in order to generate the statistical information required for reporting to the CITY on all universal and program level elements of the HUD Data Standards. These statistical reports must be generated directly out of HMIS. No adjustments to the HMIS reports will be accepted and it is therefore incumbent on the agency to ensure that the information they put into HMIS is accurate and up to date. The CITY will

measure performance and outcomes relating to these funded projects through the use of the HMIS statistical data, based on the HUD data elements, or other reporting requirements as determined by the CITY. The CITY will request from the HMIS Administrator, acknowledgement of the recipient agencies' certificate of compliance with HUD privacy and security standards, acknowledgement of use of the Shelter Point program, and statistics on the percentage of Universal and Top Level Program data captured.

- 2.06 Homeless Documentation. Short-Term Emergency Shelter Services. Persons living on the street. Projects may provide short-term shelter and/or services, such as outreach, food, health care, and clothing, to persons who reside on the streets or who are otherwise homeless. In these cases, it is not feasible to require documentation for each person obtaining such services offered by the Project. It is sufficient for the GRANTEE staff to confirm that the persons served, indeed, reside on the street or are otherwise homeless.
- 2.07 Disclosure. GRANTEE understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the CITY or GRANTEE's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service.
- 2.08 Language Access Plan (LAP). GRANTEE shall fully implement and comply with the Language Access Plan (LAP) as approved by CITY to ensure that Limited English Proficient clients have equal access to community programs and services.

EXHIBIT F

EMPLOYEE/VOLUNTEER CLEARANCE VERIFICATION

If GRANTEE provides services involving minors, and as a City-approved method of complying with the provisions contained in this Agreement, GRANTEE shall conduct a criminal background check through the database of the California Department of Justice **and** an FBI criminal database or equivalent national database as approved in writing by GRANTEE's liability insurance provider, on each of its employees and volunteers who have supervisory or disciplinary authority over minors.

GRANTEE shall also comply with the provisions of the Child Abuse and Neglect Reporting Act, California Penal Code Section 11164 *et. seq.* Additionally, GRANTEE certifies to the following:

1. Any and all personnel employed or retained by GRANTEE in conducting the operations of GRANTEE's program shall be qualified to perform the duties assigned to them by GRANTEE. GRANTEE agrees that GRANTEE shall not at any time allow its employees or volunteers to be in any position with supervisory or disciplinary authority over minors, if they have been convicted of any offense identified in California Public Resources Code Section 5164 (copy attached).

CITY and GRANTEE understand that results of background checks on minors may be confidential under state law. Therefore, all employees or volunteers must be at least 18 years of age if they are to be in a position having supervisory or disciplinary authority over any minor.

If GRANTEE intends to have employees or volunteers under the age of 18 providing services under this Agreement, GRANTEE shall maintain and make available to CITY, if requested, guidelines, procedures or policies, that safeguard and ensure that no employees or volunteers under the age of 18 will be providing services under this Agreement unsupervised and further, GRANTEE shall ensure that none of its employees or volunteers under 18 years of age have any supervisory or disciplinary authority over any minor, as such term is used in California Public Resources Code Section 5164.

2. GRANTEE shall be responsible for ensuring that no person who has supervisory or disciplinary authority over minors, who is paid or unpaid by GRANTEE shall be permitted to provide services unless appropriate background checks, including fingerprints, have been performed prior to the beginning of services under this Agreement, and the person meets the standards set forth above. If requested by CITY, and to the extent allowed by law, GRANTEE shall promptly provide documentation listing each person that has provided or is providing services hereunder involving supervision or disciplinary authority over minors, and certifying that the GRANTEE has conducted the proper background check on such person or persons, and each of the named persons is legally permitted to perform the services described in this Agreement. Regardless of whether such documentation is requested or delivered by GRANTEE, GRANTEE shall be solely responsible for compliance with the provisions of this Section.

3. That no person paid or unpaid by GRANTEE shall be permitted to provide services requiring contact with children or providing food concessionaire services or

other licensed concessionaire services in that area, unless GRANTEE has complied with the TB testing requirements set forth in Section 5163 of the California Public Resources Code (copy attached), verifying that the person or persons has provided evidence/verification of a negative TB skin test reading less than two (2) years old (if newly hired) or within four (4) years (if current employee) of the date of execution of this Agreement and every four (4) years thereafter, if the term of this Agreement exceeds four (4) years. For persons with a positive TB skin test reading, a physician's medical clearance must be obtained prior to services being provided as specified above. GRANTEE shall keep on file each "Certificate" of clearance for the persons described above, and shall also make available a copy of each Certificate to CITY, if requested and allowed by law. "Certificate" means a document signed by a licensed examining physician and surgeon or a notice from a public health agency or unit of the tuberculosis association which indicates freedom from active tuberculosis.

4. GRANTEE understands that if services are rendered on a school site, there may be additional requirements that may apply including without limitation, requirements under the California Education Code. GRANTEE acknowledges that it is GRANTEE's sole responsibility to comply with all applicable laws, regulations and licensing requirements in GRANTEE's provision of services hereunder.

I, the GRANTEE by signing below verify that I have read and agree to the above:

Signature

Date

Please Print or Type Name of Organization

CALIFORNIA PUBLIC RESOURCES CODE SECTION 5164

5164. (a)(1) A county or city or city and county or special district shall not hire a person for employment, or hire a volunteer to perform services, at a county or city or city and county or special district operated park, playground, recreational center, or beach used for recreational purposes, in a position having supervisory or disciplinary authority over any minor, if that person has been convicted of any offense specified in paragraph (2).

(2)(A) Violations or attempted violations of Section 220, 261.5, 262, 273a, 273d, or 273.5 of the Penal Code, or any sex offense listed in Section 290 of the Penal Code, except for the offense specified in subdivision (d) of Section 243.4 of the Penal Code.

(B) Any felony or misdemeanor conviction specified in subparagraph (C) within ten (10) years of the date of the employer's request.

(C) Any felony conviction that is over ten (10) years old, if the subject of the request was incarcerated within ten (10) years of the employer's request, for a violation or attempted violation of any of the offenses specified in Chapter 3 (commencing with Section 207) of Title 8 of Part 1 of the Penal Code, Section 211 or 215 of the Penal Code, wherein it is charged and proved that the defendant personally used a deadly or dangerous weapon, as provided in subdivision (b) of Section 12022 of the Penal Code, in the commission of that offense, Section 217.1 of the Penal Code, Section 236 of the Penal Code, any of the offenses specified in Chapter 9 (commencing with Section 240) of Title 8 of Part 1 of the Penal Code, or any of the offenses specified in subdivision (c) of Section 667.5 of the Penal Code, provided that no record of a misdemeanor conviction shall be transmitted to the requester unless the subject of the request has a total of three (3) or more misdemeanor convictions, or a combined total of three (3) or more misdemeanor and felony convictions, for violations listed in this Section within the ten-year period immediately preceding the employer's request or has been incarcerated for any of those convictions within the preceding ten (10) years.

(b)(1) To give effect to this Section, a county or city or city and county or special district shall require each such prospective employee or volunteer to complete an application that inquires as to whether or not that individual has been convicted of any offense specified in subdivision (a). The county or city or city and county or special district shall screen, pursuant to Section 11105.3 of the Penal Code, any such prospective employee or volunteer, having supervisory or disciplinary authority over any minor, for that person's criminal background.

(2) Any local agency requests for Department of Justice records pursuant to this subdivision shall include the prospective employee's or volunteer's fingerprints, which may be taken by the local agency, and any other data specified by the Department of Justice. The request shall be made on a form approved by the Department of Justice. No fee shall be charged to the local agency for requesting the records of a prospective volunteer pursuant to this subdivision.

CALIFORNIA PUBLIC RESOURCES CODE SECTION 5163

5163. (a) No person shall initially be employed in connection with a park, playground, recreational center, or beach used for recreational purposes by a city or county in a position requiring contact with children, or as a food concessionaire or other licensed concessionaire in that area, unless the person produces or has on file with the city or county a certificate showing that within the last two (2) years the person has been examined and has been found to be free of communicable tuberculosis.

(b) Thereafter, those employees who are skin test negative shall be required to undergo the foregoing examination at least once each four (4) years for so long as the employee remains skin test negative. Once an employee has a documented positive skin test which has been followed by an X-ray, the foregoing examination is no longer required and a referral shall be made within thirty (30) days of the examination to the local health officer to determine the need for follow-up care.

“Certificate” means a document signed by the examining physician and surgeon who is licensed under Chapter 5 (commencing with Section 2000) of Division 2 of the Business and Professions Code, or a notice from a public health agency or unit of the tuberculosis association which indicates freedom from active tuberculosis.

5163.1. The examination shall consist of an approved intradermal tuberculosis test, which, if positive, shall be followed by an X-ray of the lungs.

Nothing in Sections 5163 to 5163.2, inclusive, shall prevent the governing body of any city or county, upon recommendation of the local health officer, from establishing a rule requiring a more extensive or more frequent examination than required by Section 5163 and this Section.

5163.2. The X-ray film may be taken by a competent and qualified X-ray technician if the X-ray film is subsequently interpreted by a licensed physician and surgeon.

5163.3. The city or county shall maintain a file containing an up-to-date certificate for each person covered by Section 5163.

5163.4. Nothing in Section 5163 to 5163.3, inclusive, shall prevent the city or county from requiring more extensive or more frequent examinations.

EXHIBIT G
INSURANCE

GRANTEE, at GRANTEE'S sole cost and expense, shall procure and maintain for the duration of this AGREEMENT insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the services hereunder by GRANTEE, its agents, representatives, employees or subcontractors.

A. **Minimum Scope of Insurance**

Coverage shall be at least as broad as:

1. The coverage provided by Insurance Services Office Commercial General Liability coverage ("occurrence") Form Number CG 0001, including products and completed operations; and
2. The coverage provided by Insurance Services Office Form Number CA 0001 covering Automobile Liability. Coverage shall be included for all owned, non-owned and hired automobiles; and
3. Workers' Compensation insurance as required by the California Labor Code and Employers Liability insurance; and
4. Professional Liability Errors & Omissions for all professional services.

There shall be no endorsement reducing the scope of coverage required above, unless approved by the CITY's Risk Manager.

B. **Minimum Limits of Insurance**

GRANTEE shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit; and
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage; and
3. Workers' Compensation and Employers' Liability: Workers' Compensation limits as required by the California Labor and Employers Liability limits of \$1,000,000 per accident; coverage shall be endorsed to

state carrier waives its rights of subrogation against the CITY, its officers, employees, agents and contractors; and

4. Professional Liability Errors & Omissions \$1,000,000 per occurrence/aggregate limit.

C. **Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to, and approved by CITY's Risk Manager. At the option of CITY, either; the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, its officers, employees, agents and contractors; or GRANTEE shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses in an amount specified by the CITY's Risk Manager.

D. **Other Insurance Provisions**

The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability and Automobile Liability Coverages

- a. The City of San Jose, its officers, employees, agents and contractors are to be covered as additional insureds as respects: Liability arising out of activities performed by or on behalf of, GRANTEE; products and completed operations of GRANTEE; premises owned, leased or used by GRANTEE; and automobiles owned, leased, hired or borrowed by GRANTEE. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, employees, agents and contractors.

- b. GRANTEE's insurance coverage shall be primary insurance as respects CITY, its officers, employees, agents and contractors. Any insurance or self-insurance maintained by CITY, its officers, employees, agents or contractors shall be excess of GRANTEE's insurance and shall not contribute with it.

- c. Any failure to comply with reporting provisions of the policies by GRANTEE shall not affect coverage provided CITY, its officers, employees, agents, or contractors.

- d. Coverage shall state that GRANTEE's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

- e. Coverage shall contain a waiver of subrogation in favor of the CITY, its officers, employees, agents and contractors.

2. Workers' Compensation and Employers' Liability coverage shall contain a waiver of subrogation in favor of the City of San José, its officers, employees, agents, and contractors.

Each insurance policy required by this AGREEMENT shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in limits except after thirty (30) days' prior written notice has been given to CITY.

E. **Acceptability of Insurers**

Insurance is to be placed with insurers acceptable to CITY's Risk Manager.

F. **Verification of Coverage**

GRANTEE shall furnish CITY with certificates of insurance and with original endorsements affecting coverage required by this AGREEMENT. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Proof of insurance shall be either emailed in pdf format to: Riskmgmt@sanjoseca.gov, or mailed to the following postal address or any subsequent email or postal address as may be directed in writing by the Risk Manager:

City of San Jose – Finance
Risk Management
200 East Santa Clara St. 13th Floor Tower
San Jose, CA 95113-1905

G. **Subcontractors**

GRANTEE shall include all subcontractors as insured under its policies or shall obtain separate certificates and endorsements for each subcontractor.